

# Request for Proposal

## Development Site in Downtown

**#BD 2018-002**

for the

City of Glenwood Springs and the Downtown Development Authority

December 1, 2017



**Proposal Deadline:** January 11, 2018, 4:00 p.m. Local Time

For additional information contact:

Ricky Smith, Procurement Manager  
City of Glenwood Springs  
(970-384-6445)

## **REQUEST FOR PROPOSALS FOR A DEVELOPMENT SITE IN DOWNTOWN**

The City of Glenwood Springs, Colorado and the Downtown Development Authority (DDA) are soliciting proposals for development of the alley lot on East Wing Street between 7<sup>th</sup> and 8<sup>th</sup> Streets as depicted in the attached exhibit.

The development site is located adjacent to the new traffic bridge as it lands in the center of downtown Glenwood Springs. Both the new pedestrian bridge and the new traffic bridge are planned to be fully complete in June of 2018. These projects are the result of a \$135 million dollar investment made by the Colorado Department of Transportation. These major infrastructure projects also received significant investment from the City of Glenwood Springs and mark the beginning of a new era of redevelopment and investment.

### **Overview:**

Glenwood Springs, population 9,614, is the seat of Garfield County and its largest municipality. Best known as a historic destination for vacationers with diverse natural amenities, most particularly hot springs, Glenwood Springs threads together the Roaring Fork Valley and a series of smaller towns up and down the Colorado River.

Glenwood Springs' center is its downtown commercial district. Here, the city offers a diverse mix of entertainment & cultural venues, and retail, government, higher education, and professional offices that serve residents and visitors alike.

Copies of the City's Comprehensive Plan, Downtown Plan, Design Standards, 6<sup>th</sup> Street Corridor Master Plan and other applicable plans, policies, and documents are available on the City of Glenwood Springs website. <http://www.ci.glenwood-springs.co.us>.

### **The Development Opportunity:**

The proposal should include a vision for the future development of the lot. Options, costs for the purchase or lease of the lot will be negotiated once a desired vision is selected. We encourage creative proposals within these broad parameters.

The primary vision for the lot is to activate the downtown area. 10 feet by 25 feet in the rear of the lot, will accommodate trash and recycling compactors. A building may be built over top of this facility. Other considerations include:

- Design compatibility with the historic context.
- Set a precedent for quality development on 6<sup>th</sup> Street.

### **The Proposal:**

The maximum 10 page proposal should include:

- A development vision
- Qualifications of the development proposal team

Sealed responses will be received at the City of Glenwood Springs, in the Procurement Office, Room 305 in City Hall, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado 81601, until 4:00 p.m. (MST), on January 11, 2018.

This Request for Proposal may be canceled by the City or DDA at any time. The City and the DDA reserve the right to reject any or all proposals or accept what is, in their sole discretion, the best proposal. The DDA may, in its sole discretion, request a second round of proposal submittals to include more detailed financial and design information.

**PRE-BID/PROPOSAL CONFERENCE:** A pre-bid conference will be held on December 13, 2018, to discuss the bid requirements. **Location of this meeting will be at City Hall, 101 West 8<sup>th</sup> Street, third floor training room, Glenwood Springs, CO, at 1:00 p.m.** A representative of the Vendor is encouraged to attend this pre-bid meeting. Following the pre-bid conference, you will be allowed to inspect the site to assist in the formulation of your response.

**Late Responses**

Responses received after the time and date specified, whether delivered or mailed, will not be considered and will be returned to the submitting party unopened. It is the sole responsibility of each respondent to ensure that their submittals arrive at the office of the Procurement Department prior to the time and date specified.

**Selection Process**

The DDA will review and evaluate the proposals based upon the ability to meet the requirements of this RFP. Evaluation criteria include but are not limited to the following:

- Overall quality of the RFP submission
- Experience and qualifications of the individual or company

The criteria are not listed in any particular order of importance. From the responses received, the DDA will rank the responses and will select an individual or company, then negotiate and finalize an agreement with the selected individual and/or company.

This request for proposal may be canceled by the DDA, and any bid or proposal may be rejected in whole or in part for good cause when in the best interests of the DDA.

**Terms and Conditions of the Request for Proposal**

**Insurance Requirements:**

The Contractor shall purchase and maintain at its own expense, insurance which is at least as broad, and with limits at least as great as outlined below:

**General Liability**

Policy form: Occurrence	
Policy Aggregate	\$ 1,000,000
Products/completed operations aggregate	\$ 1,000,000
Each occurrence limit .....	\$ 500,000
Personal & advertising injury limit	\$ 500,000
Products/completed operations Defense in excess of limits	
Per location / per job aggregate limit	

Blanket contractual  
Independent contractors  
Primary & non-contributory  
Show Waiver of Subrogation in favor of the City All locations / operations  
(if not, show city job/location specifically)  
**Name the City as "Additional Insured"**

**Automobile Liability:**

Combined single limit:..... \$ 1,000,000  
Any auto (or Hired & Non-owned, if you own no vehicles)  
Show Waiver of Subrogation in favor of the City  
Primary & non-contributory  
Auto pollution liability (IF you carry any hazardous cargo)  
( If the Vendor is providing repairs to City vehicles on the Vendor's property, the Vendor shall possess Garage Liability Insurance, covering premises, auto and completed operations)  
**Name the City as "Additional Insured"**

**Professional Liability: {IF you render professional services }**

Policy form: Occurrence  
(if not, claims-made retro date must predate our contract or date of service)  
Per claim or occurrence limit ..... \$ 1,000,000  
Blanket contractual  
Primary & non-contributory  
Show Waiver of Subrogation in favor of the City  
Per location / per job aggregate limit  
Defense in excess of limits  
Designated profession must be applicable to your work for our City

**Workers' Compensation:**

Workers Compensation benefits: per Colorado Statute  
Employers liability – limit per accident \$ 100,000  
Employers liability – limit per disease \$ 100,000  
Employers liability – disease aggregate \$ 500,000  
All owners/officers who will be on City property or job site must be covered  
Show Waiver of Subrogation in favor of the City  
Coverage must apply to workers in Colorado

Insurance companies providing the coverages specified above must be authorized to do business under the laws of the State of Colorado and must be rated no less than "A-"by A.M. Best Company. Issuance of a contract is contingent upon verification of all required coverage, as required.

**INDEMNIFICATION**

The successful Vendor shall indemnify and hold the City harmless from any and all claims, liabilities, losses and causes of action which may arise out of the fulfillment of the Vendor's contractual obligations as outlined in this Solicitation. The Vendor or its insurer(s) shall pay all claims and losses of any nature whatever in connection therewith, and shall defend all suits, in the name of the City when applicable, and shall pay all costs and judgments which may issue thereon.

## **RESPONSE TO QUESTIONS**

Questions which arise during the Response preparation period regarding issues around this Solicitation, purchasing and/or award should be directed, in writing, via fax, email or U.S. mail, to Ricky Smith, Procurement Manager, City of Glenwood Springs, 101 West 8<sup>th</sup> Street, Glenwood Springs, Colorado 81601, [ricky.smith@cogs.us](mailto:ricky.smith@cogs.us) fax number 970-384-6599. The vendor submitting the question shall be responsible for ensuring that the question is received by the Procurement Manager at least **five** calendar days prior to the scheduled opening of the Solicitation.

Any official interpretation of this Solicitation must be made by an agent of the City's Procurement Department who is authorized to act on behalf of the City. The City shall not be responsible for interpretations offered by employees of the City who are not agents of the City's Procurement Department.

## **RESPONDENT DUE DILIGENCE:**

Each respondent shall judge for themselves as to all conditions and circumstances having relationships to the RFP, and become informed about the unique challenges of working in the City of Glenwood Springs. Failure on the part of any respondent to make such examination and become informed shall not constitute ground for declaration of not understanding the conditions with respect to making its RFP.

## **CONFIDENTIAL OR PROPRIETARY INFORMATION:**

All submittals in response to this RFP become public record and therefore become subject to public inspection. Any confidential information contained in your submittals must be clearly identified as such or it will not be treated as confidential or proprietary by the City and then only to the extent allowable by law in the Open Records Act. Unrestricted disclosure of proprietary or confidential information by the respondent places it in the public domain. Proprietary or confidential information is defined by the City to be any information that is not generally known to competitors and which may provide a competitive advantage. Submittals in their entirety cannot be specified confidential or proprietary.

## **AMENDMENTS**

In the event that it becomes necessary to revise any part of this RFP, or if additional information is necessary to enable the respondent to make an adequate interpretation of this RFP, a supplement to the RFP will be provided to each potential Respondent who has obtained a RFP and registered with the City's Procurement Department. Amendments to this RFP may be issued at any time prior to the time set for receipt of Proposals. Respondents are required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed RFP submittal.

## **WITHDRAWAL OR MODIFICATION OF RFP**

Any respondent may modify or withdraw a RFP in writing at any time prior to the deadline for submission of the RFP. Any request for withdrawal of a RFP must be signed by the individual who signed the initial RFP.

## **ACCEPTANCE**

- A. Any RFP received shall be considered an offer, which may be accepted by the DDA based on initial submission without discussions or negotiations.

- B. Acceptance time. By submitting an offer in response to this solicitation the respondent agrees that any offer it submits may be accepted by the DDA at any time within 90 days from the closing.
- C. The DDA and the City of Glenwood Springs reserves the right to reject any or all offers received in response to this solicitation and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the DDA and City of Glenwood Springs.
- D. Failure of the respondent to provide in its RFP any information requested in the RFP may result in rejection for non-responsiveness.

### **RFP PREPARATION COST**

Expenses incurred by prospective respondents in preparation, submission, and presentation of this RFP are the responsibility of the respondents and cannot be charged to the DDA.

### **AWARD**

It is the intent of the DDA to select the individual or company best qualified and technically able to provide the required services. Selection of an individual or company will be made on the Proposals received as set out in the selection criteria.

### **SUBMITTAL OWNERSHIP**

- A. All materials submitted with regard to this solicitation become the property of the DDA and will only be returned at the DDA's option. The DDA shall have the right to use all ideas or adaptations of the ideas contained in Proposals received, subject to the confidential or proprietary limitations contained herein. Disqualification of any document does not restrict or eliminate this right.
- B. Following the award of a contract, responses to this solicitation may be subject to release as public information unless the response requests otherwise and specific parts of the response can be shown to be exempt from public information. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. The DDA assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.
- C. This is not a public bid opening, therefore, the City of Glenwood Springs will not release any information except for a list of vendors who submitted proposals. The DDA will confirm receipt of your RFP if requested.

### **Questions:**

If you have questions regarding this request for proposal, please contact Ricky Smith, Procurement Manager, 970-384-6445.

**GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY  
PROFESSIONAL SERVICES AGREEMENT**

This PROFESSIONAL SERVICES AGREEMENT (hereinafter "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between the GLENWOOD SPRINGS DOWNTOWN DEVELOPMENT AUTHORITY, a Colorado statutory authority (the "DDA"), and XXXXXXXXXXXX INC. ("Contractor").

WHEREAS, the DDA desires that Contractor perform certain surveying, civil engineering, and design "Services"; and WHEREAS, Contractor desires to perform such duties pursuant to the terms and conditions provided for in this Agreement; and

WHEREAS, the parties hereto desire to set forth certain understandings regarding the Services in writing.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the parties agree as follows:

1. **Services.** The DDA agrees to retain Contractor to provide the XXXXXX, Services related to downtown Glenwood Springs. Specifically, the Services include components described on the "Scope of Work", attached as **Exhibit A** and incorporated by this reference. Contractor warrants and represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and agrees to perform the Services on the terms and conditions set forth herein.
  
2. **Term.** The Services shall commence on \_\_\_\_\_, 2018, and shall continue until the Services are completed unless this Agreement is otherwise terminated. At the conclusion of the Services, Contractor shall provide all deliverables to the DDA, including but not limited to, all physical and intellectual property developed during the Term, surveys, plats, diagrams, documentary information, images, photographs, illustrations, recordings, and any other materials, whether in paper, digital, or other format, developed on behalf of the DDA in performance of this Agreement. DDA shall evaluate the work and decide whether to amend this Agreement to include additional services. Contractor specifically acknowledges that if it has done work outside the scope of this Agreement or not authorized by a written amendment to this Agreement, Contractor does so at its own risk and waives any claim against the DDA for compensation for such work.
  
3. **Compensation.**
  - a. Compensation to Contractor for Services pursuant to this Agreement shall not exceed XXXXXX unless otherwise agreed to by the Parties. DDA acknowledges that certain items and services are excluded from this compensation amount, and Contractor shall provided advance notice to the DDA before incurring costs identified as exclusions under the Scope of Work.

b. Payment. DDA shall pay Contractor within thirty (30) days of invoice submission by the Contractor. Payment for subcontractors shall be made by joint check to the Contractor and subcontractor.

c. Contractor specifically acknowledges this is a not to exceed Contract and that it is Contractor's responsibility to complete the Scope of Work for the compensation listed in (a) above.

4. Outside Support Services and Sub-Contractor. Any sub-contractors shall be preapproved by the DDA.

5. Ownership of Instruments of Service. The DDA acknowledges the Contractor's work product, including electronic files, as instruments of professional service. Nevertheless, the final work product prepared under this Agreement shall become the property of the DDA upon completion of the Services and payment in full of all monies due to the Contractor.

6. Monitoring and Evaluation. The DDA reserves the right to monitor and evaluate the progress and performance of Contractor to ensure that the terms of this Agreement are being satisfactorily met in accordance with the DDA's and other applicable monitoring and evaluating criteria and standards. Contractor shall cooperate with the DDA relating to such monitoring and evaluation.

7. Independent Contractor. The parties agree that the Contractor shall be an independent contractor and shall not be an employee, agent, or servant of the DDA. Contractor is not entitled to workers' compensation benefits from the DDA and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.

8. Insurance Requirements. Contractor shall be responsible for its own independent general liability insurance, automobile insurance, worker's compensation, and any other insurance necessary to perform the duties contemplated by this Agreement and shall indemnify and hold harmless the DDA from any acts attributable to Contractor's negligence for which the DDA may be held liable not covered by the DDA's insurance.

9. Work By Illegal Aliens Prohibited. This paragraph shall apply to the extent that Contractor's performance of work under this Agreement does not involve the delivery of a specific end product other than reports that are merely incidental to the performance of said work, or information technology services or information technology products and services. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Contractor warrants, represents, acknowledges, and agrees that:

a. Contractor does not knowingly employ or contract with an illegal alien.

b. Contractor shall not knowingly employ or contract with an illegal alien to perform works or enter into a contract with a subcontractor that fails to verify to



Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

c. Contractor has participated in or attempted to participate in the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the Department of Homeland Security (hereinafter, "E-Verify") in order to verify that Contractor does not employ illegal aliens. If Contractor is not accepted into E-Verify prior to entering into this Agreement, Contractor shall forthwith apply to participate in E-Verify and shall submit to the DDA written verification of such application within five (5) days of the date of this Agreement. Contractor shall continue to apply to participate in E-Verify, and shall certify such application to the DDA in writing, every three (3) months until Contractor is accepted or this Agreement is completed, whichever occurs first. This Paragraph 9 shall be null and void if E-Verify is discontinued.

d. Contractor shall not use E-Verify procedures to undertake preemployment screening of job applicants while this Agreement is being performed.

e. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall be required to:

(i) notify the subcontractor and the DDA within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(ii) terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

f. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established in subsection 8-17.5-102(5), C.R.S.

g. If Contractor violates this Paragraph, the DDA may terminate this Agreement for breach of contract. If this Agreement is so terminated, Contractor shall be liable for actual and consequential damages to the DDA arising out of said violation.

10. Indemnification. Contractor hereby covenants and agrees to indemnify, save, and hold harmless the DDA, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorneys' fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any

negligent act or omission or other tortious conduct of Contractor, its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.

## 11. Termination.

### a. Generally.

(i) The DDA may terminate this Agreement without cause if it determines that such termination is in the DDA's best interest. The DDA shall effect such termination by giving written notice of termination to Contractor, specifying the effective date of termination, at least fifteen (15) calendar days prior to the effective date of termination. In the event of such termination by the DDA, the DDA shall be liable to pay Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits. Contractor shall not perform any additional Services following receipt of the notice of termination unless otherwise instructed in writing by the DDA. Any physical property purchased or placed, or intellectual property developed, during the Term of this Agreement shall, upon termination, become the sole and exclusive property of the DDA.

(ii) Contractor may terminate this Agreement without cause if it determines that such termination is in Contractor's best interest. Contractor shall effect such termination by giving written notice of termination to the DDA, specifying the effective date of termination, at least fifteen (15) calendar days prior to the effective date of termination. Any physical property purchased or placed, or intellectual property developed, during the Term of this Agreement shall, upon termination, become the sole and exclusive property of the DDA.

b. For Cause. If, through any cause, Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, and does not commence correction of such nonperformance or violation within seven (7) calendar days of receipt of written notice and diligently complete the correction thereafter, the DDA shall have the right to terminate this Agreement for cause immediately upon written notice of termination to Contractor. Contractor shall not perform any additional Services following receipt of the notice of termination. Any physical property purchased or placed, or intellectual property developed, during the Term of this Agreement shall, upon termination, become the sole and exclusive property of the DDA.

12. Responsibilities. The Contractor shall be responsible for all damages to persons or property caused by the Contractor, its agents, employees or sub-Contractors, to the extent caused by its negligent acts, errors and omissions hereunder, and shall indemnify and hold harmless the DDA from any claims or actions brought against Contractor by reason thereof.

13. Entire Agreement. This Agreement, along with any addendums and attachments hereto, constitutes the entire agreement between the parties. The provisions of this Agreement may be amended at any time by the mutual consent of both parties. The parties shall not be bound by any other agreements, either written or oral, except as set forth in this Agreement.

14. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be in the County of Garfield, State of Colorado.

15. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions of the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq.

16. Assignability. Contractor shall not assign this Agreement without the DDA’s prior written consent.

17. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors, and assigns.

18. Survival Clause. The “Indemnification” provision set forth in this Agreement shall survive the completion of the Services and the satisfaction, expiration, or termination of this Agreement.

19. Severability. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

20. Headings. Paragraph headings used in this Agreement are for convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

21. Notices. Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to the DDA:                   Glenwood Springs Downtown Development Authority  
  101 West 8<sup>th</sup> Street  
  Glenwood Springs, CO 81601

If to Contractor:               XXXXXXXXXXXXXXXXXXXXX

22. Authority. Each person signing this Agreement, and any addendums or attachments hereto, represents and warrants that said person is fully authorized to enter into and execute this Agreement and to bind the party it represents to the terms and conditions hereof.

23. Attorneys' Fees. Should this Agreement become the subject of litigation between the DDA and Contractor, the prevailing party shall be entitled to recovery of all actual costs in connection therewith, including but not limited to attorneys' fees and expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

24. Agreement Subject to Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the DDA, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution and other relevant statutory authority. The DDA shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement as of the date first above written.

**GLENWOOD SPRINGS DOWNTOWN  
DEVELOPMENT AUTHORITY**

**XXXXXXXXXXXXXXXXXXXX, INC.**

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

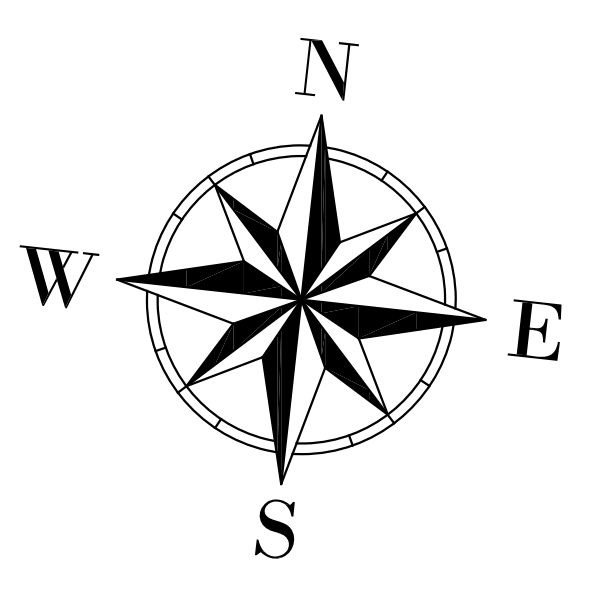
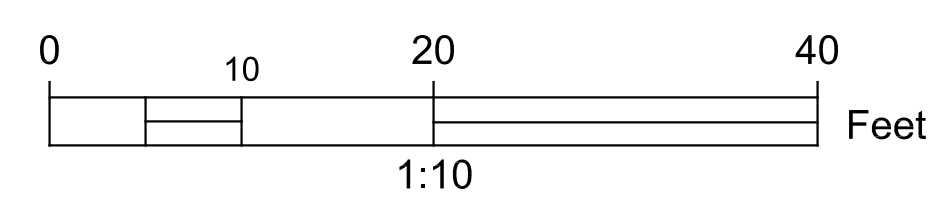
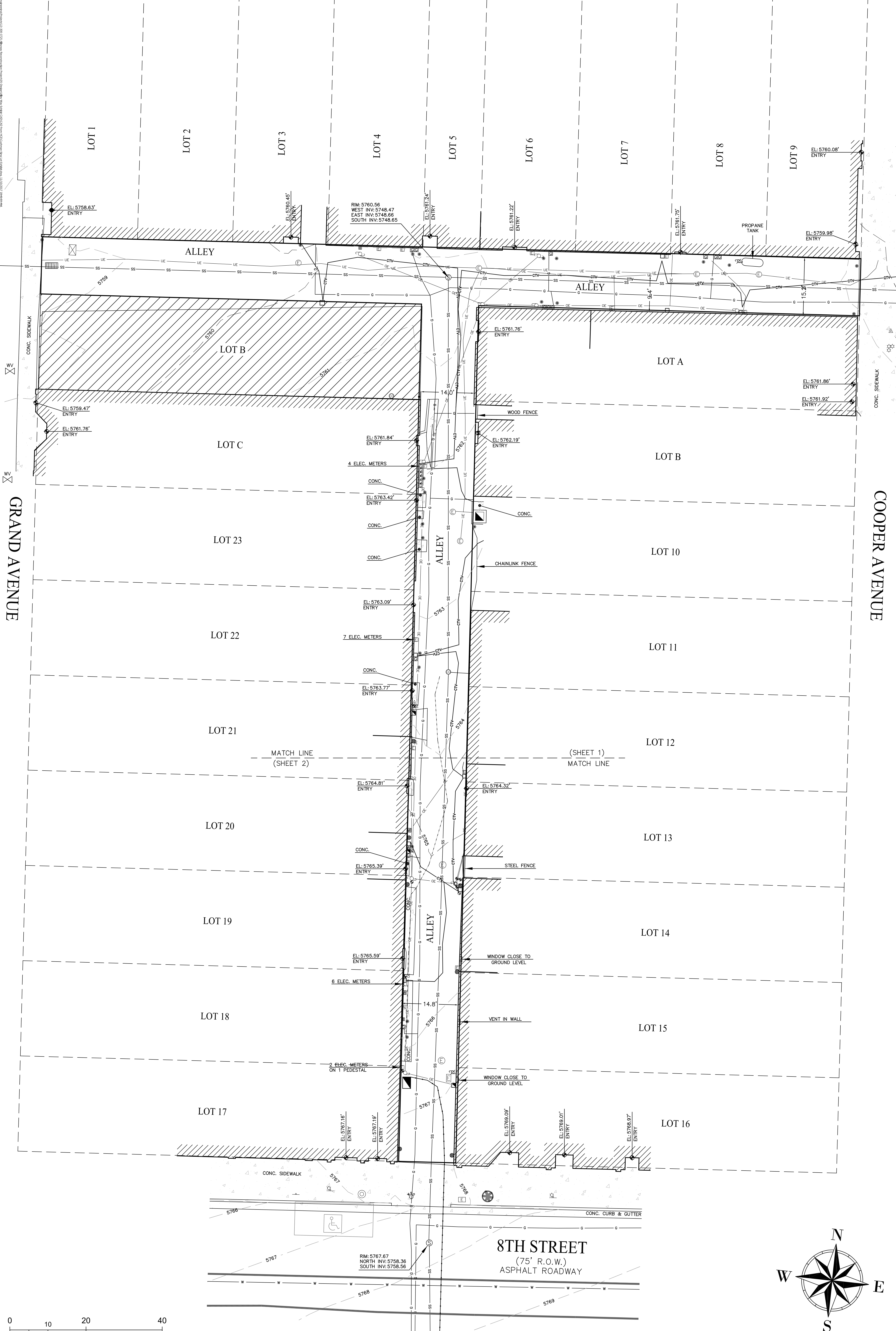
STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing PROFESSIONAL SERVICES AGREEMENT was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_.

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public

**\*\*\*Seal\*\*\***



RIM: 5760.56  
WEST INV: 5748.47  
EAST INV: 5748.66  
SOUTH INV: 5748.65

RIM: 5767.67  
NORTH INV: 5758.36  
SOUTH INV: 5758.56

8TH STREET  
(75' R.O.W.)  
ASPHALT ROADWAY

N:\PROJECTS\2015\15035-DDA Alley.dwg 15035-Cushman-junk.dwg 10/10/2017 9:44 AM



Civil Engineering  
Surveying  
& Beyond  
Boundaries Unlimited Inc.

923 Cooper Ave., Ste 201  
Glenwood Springs, CO 81601  
tele: 970.945.5252  
fax: 970.384.2833

Client Information:  
GWS DDA

NORTH

0 5' 10'

Scale: 1" = 10'

811

Know what's below.  
Call before you dig.

Glenwood Springs, Colorado

**Centralized Waste Collection-Grand Ave. Alley (East)**

Conceptual Layout

Marathon Equipment Compactor

No.	Date	Revision	By
1			
2			
3			
4			
5			
6			
7			
8			
9			

PROJECT NO.  
15035  
FILE NAME:  
15035-Cushman-junk.dwg  
Designer:  
Drafter:  
Date:  
2/15/16

Sheet  
**C.1**